

# Superior Court of California County of Monterey



**Superior Court of California,  
County of Monterey  
240 Church Street, Room 318  
Salinas, CA. 93901**

## **Request for Proposals** **#MCSC-JV06-01**

**Proposal for Juvenile Dependency  
Court appointed counsel services**

**Contact: Minnie Monarque  
Director of Court Operations  
240 Church Street, Room 318  
Salinas, CA. 93901  
(831) 775-5516**

# Superior Court of California, County of Monterey

Request For Proposals  
RFP #MCSC-JV06-01

**To:** **JUVENILE DEPENDENCY COURT APPOINTED COUNSEL**

**From:** Superior Court of California, County of Monterey

**Date:** May 2, 2006

**Re:** REQUEST FOR PROPOSALS for Juvenile Dependency court appointed counsel services as required by the Superior Court of California, County of Monterey ( Court )

**Action:** You are invited to review and respond to the attached Request for Proposal ( RFP )

**Deadline:** Proposals must be received no later than **4:00 P.M., Monday, June 5, 2006**

**Submission of Proposal:** Proposals should be sent or delivered to:  
  
Superior Court of California, County of Monterey  
Attn: Minnie Monarque, Director of Court Operations  
240 Church Street, Room 318  
Salinas, CA 93901

**Contact for further information:** Minnie Monarque, Director of Court Operations  
Phone: (831) 775-5516  
minnie.monarque@monterey.courts.ca.gov

## A. Introduction

The Monterey County Superior Court (hereinafter referred to as Court) is accepting proposals for the provision of legal representation of indigent adults and children in Welfare and Institutions Code section 300 juvenile dependency proceedings.

The purpose of this Request for Proposal (RFP) is to provide the Court with competitive bids in order to select the most qualified, efficient and cost effective provider of legal representation in Welfare and Institutions Code Section 300 juvenile dependency proceedings.

**This RFP seeks to establish the following contracts:**

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One comprehensive contract that will provide juvenile dependency representation for indigent mothers, indigent female guardians, and appointment of female guardian-ad-litem by the Court pursuant to California Code of Civil Procedure section 372;

One comprehensive contract that will provide juvenile dependency representation for indigent fathers, indigent male guardians, and appointment of male guardian-ad-litem by the Court pursuant to California Code of Civil Procedure section 372;

## **AND**

One or more contracts for individual case assignments, e.g. per case, typically that will provide juvenile dependency representation for children, and occasionally for indigent adults involved in juvenile dependency proceedings.

Proposals will be considered in developing contracts for handling these cases beginning July 1, 2006. Proposals are being solicited for a one year contract and a total fee bid for one year is required for the first two comprehensive contracts.

Costs incurred by applicants in responding to this RFP are entirely the responsibility of the applicants and will not be reimbursed.

Bidders should carefully review the information contained in this RFP to ensure that only responsive proposals are submitted. The ability of the bidders to understand the duties and responsibilities of dependency representation and needed services, and to submit responsive and cost-effective proposals, will be used as an indication of their ability to provide adequate and competent legal services if awarded the contract.

## **B. Background**

With respect to the legal representation of indigents in juvenile proceedings commenced under Section 300 of the Welfare and Institutions Code, the Court seeks qualified attorneys to represent indigent parties in Juvenile Court dependency proceedings. The contract attorney may be assigned to represent the parent, legal guardian, minor, and/or other parties pursuant to a contract with the Court.

## **C. Scope of Services**

The contract attorney will provide legal representation to indigent parties in juvenile dependency proceedings to whom the contract attorney is appointed by the court.

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Representative services include:

- To meet all constitutional, statutory, court rule, and case law requirements including, but not limited to, Welfare and Institutions Code section 317, the standard of representation set forth in rule 3.18 of the Superior Court of California, County of Monterey Local Rules of Court and California Rule of Court 1438.

The services which the contractor shall perform include, but are not limited to the following:

1. Detention Hearing:

A. Before Hearing

1. Interview, counsel, and advise client.
2. Investigate (review social worker's report, interview social worker, consult experts, research law, if child client, investigate other legal needs of the child).
3. Attempt settlement (negotiates with counsel and/or social worker; participate in settlement conferences if applicable).

B. During Hearing

1. Appear at hearing, advocate for appropriate findings and orders, and if contested, put on case.

C. Post Hearing

1. Counsel and advise client regarding hearing results and current options.
  2. Prepare and file writ, notice of appeal, and or request for rehearing, if any.
2. Jurisdiction, Disposition, Six-Month, Twelve Month, Eighteen-Month, and Selection and Implementation Hearings, Oral Reviews, Other Periodic Reviews, 387 & 388 Petitions, 827 Petitions and Other Motions.

A. Before Hearing

1. Interview, counsel, and advise client.

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2. Investigate (review social worker s report, interview social worker, consult experts, research law, etc.).
3. Attempt settlement (negotiates with counsel and/or social worker; participate in settlement conferences if applicable).
4. Prepare for trial or hearing (investigate facts, prepare witnesses, prepare trial brief, etc.).

### B. During Hearing

1. Appear at hearing, advocate for appropriate findings and order, and if contested, put on case.

### C. Post Hearing Activities

1. Counsel and advise client regarding hearing results and current options.
2. Prepare and file writ, notice of appeal, and or request for rehearing, if any.
3. Prepare and file custody orders as ordered by the Court.

## D. Specifics of Responsive Proposal

The following information shall be included in the response:

Name, State Bar number, address, telephone & fax numbers, email address, if available, and social security number or tax identification number.

Submit an original and two copies of the proposal signed by the service provider.

Résumé and/or narrative overview describing the background and experience of the service provider, including, but not limited to:

- The minimum standards of education, training and experience set forth in Rule 3.17 of the Superior Court of California, County of Monterey Local Rules of Court.
- The competency requirements of Rule 3.15B of the Superior Court of California, County of Monterey Local Rules of Court

Submit copies of any relevant certification and/or licenses held by service provider.

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Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Emphasis should be placed on skills and experience that respond to the needs of the Court, responsiveness to the requirements of this RFP, and completeness and clarity of content.

## **E. Fee Proposal**

The proposal should include the service provider's proposed fee schedule.

## **F. Rights**

The Court reserves the right to reject any and all proposals, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the COURT or the State of California responsible for the cost of preparation. One copy of a submitted proposal may be retained for official files and become a public record.

## **G. Evaluation of Proposal**

The Court will review the proposals using the following criteria, to evaluate the ability of the applicant to fulfill requirements as outlined in this Request for Proposals::

- Responsiveness of the proposal;
- Qualifications pursuant to Local Rule of Court 3.17;
- Experience on similar engagements;
- Experience and expertise of service provider; and
- Favorableness of fee proposal.

## **H. Interview**

It may be necessary to interview service providers to clarify aspects of their submittal. If conducted, interviews may be conducted in person or by telephone call.

## **I. Contract Agreement**

A contract agreement, if awarded, will include the following provisions:

1. **Term:** The term of the initial contract is from the date of the contract award to June 30, 2007. The Court reserves the right to cancel the contract or any extension of the contract without cause with a thirty (30) day written notice, or with cause, immediately.
2. **Indemnification:** Contractor agrees to defend, indemnify and hold harmless the Court, its officers, agents, and employees, to the extent provided by

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applicable law, from and against any and all liability, claims, costs, obligations and/or losses whatsoever, (including, without limitation, interest, penalties, costs, and attorney s fees in defending against the same), accruing or resulting to any person, firms or corporation for damages, injury, or death arising out of or connected with the services of Contractor. Contractor under this agreement, and/or based upon any claim that Contractor has failed to make, such as required employer tax contributions for any of its employees including claims or losses in which County employees and the County may be at fault, excepting claims or losses which are the sole faults of the County or its employees.

3. **Insurance:** Without limiting Contractor s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Comprehensive General Liability, including, but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 per occurrence; and

Comprehensive Automobile Liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence; and

If Contractor is an employer, Contractor shall maintain Workers Compensation insurance in accordance with California Labor Code §3700, and with a minimum of \$100,000.00 per occurrence for employers liability; and

If, in connection with this Agreement, Contractor renders any professional services for which professional errors and omission insurance is necessary in order that all services rendered under this Agreement be covered by insurance, then Contractor shall maintain Professional Liability insurance in the amount of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the Court and authorized by law to transact insurance business in the State of California. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following the date Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that the Court shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if

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any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive general liability and automobile liability policies shall provide an endorsement naming the Court, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Court and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.

Prior to the execution of this Agreement by the Court, Contractor shall file certificates of insurance with the Court's contract administrator, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

4. **Independent Contractor:** The Contractor shall be an independent contractor and shall not be an employee of the Court. Contractor shall be responsible for all insurance (General Liability, Automobile, Workers Compensation, unemployment, etc.), and all payroll-related taxes. Contractor shall not be entitled to any employee benefits. The Contractor shall control the manner and means of accomplishing the result contracted for herein.

The Contractor shall not assign this contract without the prior written consent of the Court.

5. **Conflict of Interest:** The Contractor covenants that the Contractor, its responsible officers, and its employees having major responsibilities for the performance of work under the Agreement, presently have no interest and during the term of the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the Contractor's services under the Agreement.
6. **Non-Discrimination:** The Contractor shall be required to submit and comply with the non-discrimination clause set forth below.

During the performance of this contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sexual preference, or gender. The Contractor shall ensure that the evaluation and treatment of their employees and applicants for



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employment are free of such discrimination. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, §7285.0, et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full.

The successful Contractor shall include the non-discrimination and compliance provisions of the clause in all sub-contractors to perform work under the contract.

7. **Rights to Pertinent Materials:** All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Contractor that are submitted as part of the proposal will become the property of the Court when received by the Court and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. The Court will not disclose propriety information to the public, unless required by law; however, the Court cannot guarantee that such information will be held confidential.

### J. Administrative Rules Governing RFP s

1. **Errors in RFP:** If a service provider submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately provide the Court with written notice of the problem and request that the Court clarify or modify this RFP. Without disclosing the source of the request, the Court may modify the RFP by issuing an addendum to all service providers to whom it sent an RFP.

If prior to the date fixed for submission of proposals a service provider submitting a proposal knows of or should have known of an error in the RFP, but fails to notify the COURT of the error, the service provider shall respond at its own risk. If the service provider is awarded a contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

2. **Questions:** If a service provider s question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to other service providers, the service provider may submit the question in writing, conspicuously marking it as CONFIDENTIAL. With the question, the service provider must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose

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proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the service provider will be so notified.

If a service provider submitting a proposal believes that one or more of the RFP's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the service provider may submit a written request that the Court change the RFP. The request must set forth the recommended change and service provider's reasons for proposing the change.

3. **Addenda:** The Court may modify the RFP by sending (by fax or otherwise) an addendum to the service providers to whom it sent an RFP. If any service provider determines that an addendum unnecessarily restricts its ability to submit a proposal, it must notify Minnie Monarque, Director of Court Operations, in writing, no later than one day following receipt of the addendum.
4. **Withdrawal and Resubmission/modification of Proposals:** A service provider may withdraw its proposal at any time by notifying the Court in writing of its withdrawal. The service provider must sign the notice. The service provider may thereafter submit a new or modified proposal. Modification offered in any other manner, oral or written, will not be considered.
5. **Evaluation:** All proposals that are received will be reviewed in detail to determine the extent to which they comply with RFP requirements.

If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with RFP requirements. Material deviations cannot be waived. Immaterial deviations may cause the Court to reject a proposal.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the RFP.

During the evaluation process, the COURT may require a service provider to answer questions with regard to the service provider's proposal. Failure of a service provider to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

6. **Rejection:** The Court may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a service provider from full compliance with solicitation document specifications.

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7. **Disposition of Materials:** All materials submitted in response to this RFP will become the property of the Court and the State of California and will be returned only at the Court's option and at the expense of the service provider submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by a service provider that was clearly marked as such will be returned upon request.

### **Exhibit 1**

#### **General Provision** **Governing the Request for Proposal Process**

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## 1. SUBMITTAL OF BID PACKAGE.

- (a) Sealed proposals will be accepted until the date and time specified on the Request for Proposals. Use of U.S. Mail will be the proposer's risk. Proposals received after this date will not be considered. Facsimile transmission of proposals is unacceptable.
- (b) Proposals must be signed by the proposer or by a duly authorized officer of the proposing organization, delivered along with all required documents, sealed and plainly addressed to the agency represented specified on the Request for Proposals.
- (c) All costs of the preparation of a proposal shall be the responsibility of the proposer.
- (d) The original and two copies must be completed and submitted as outlined herein.
- (e) If a prospective proposer has any questions relating to this Request for Proposals, the questions, in writing, must be received by the Court representative seven (7) days before the deadline for proposals. Questions will not be accepted by FAX, telephone or orally. All questions and responses thereto will be distributed to all persons requesting a Request for Proposals package, potential proposers or actual proposers. The Superior Court of California, County of Monterey reserves its rights to decline to respond to any questions if, in the Court's assessment, the information cannot be obtained and shared with all potential persons in a timely manner.

## 2. SELECTION PROCEDURE.

- (a) The Court will review proposals and determine which proposers may be called for an oral interview. All others may be eliminated from consideration.
- (b) Proposals will be evaluated on the criteria specified in the Request for Proposals.
- (c) The Court will rank the proposals in descending order of preference. The Court will then select the preferred proposal or proposals. All proposers shall be notified of the proposals which are selected. No other information will be released.

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- (d) The Court and the selected proposers shall negotiate terms of a contract consistent with the Request for Proposals and the proposal. The successful proposer will be expected to enter into the agreement appended to this Request for Proposals.
- (e) If agreement is not reached within a reasonable time after the preferred proposal or proposals are selected, the Court reserves its right to terminate negotiations with the selected proposer, suspend the process entirely or request new proposals.
- (f) The Court reserves the right to reject any and all proposals received pursuant to the Request for Proposals. The Court is under no obligation to award any contract.
- (g) There shall be not appeal of any decision of the Court, or any Court representative.
- (h) Award of a contract shall not be based on cost alone, but on the strength of qualifications of the proposer and the proposers capability of providing the services outlined in the Request for Proposals.

**End of Exhibit 1**